App. F. IX-4

Previous References. 1945-46 (Elel)

File No. 197-45

Serial Nos. 1 - 2

Later References.

GENERAL AND REVENUE SECRETARIAT

Serial Nos. 2.

Part B for September '46

SUBJECT

Renewal of Agreement with Mes. The Mysore Sugar Co. Ltd, Mandya

E.D.S. 2865 D 29-5-1946.

To, The Chief Electrical Engineer

Conveys approval of govt to the action taken by the C.E.E. in having modified clause 5 (b) of the agreement.

Jm 4/9

Renewal of Agreement with Messrs. The Hyderabad Sugar Co. Ltd., Hyderabad.

1042

General and Revenue Secretariat | File No. | of 194 | [App. F. III–2

Serial No.

Letter No 17217 dated the 26th December 1945 from the Chief Electrical Engineer

Forwards for approval a draft agreement proposed to be entered into with the above Factory.—

1) The draft agreement now forwarded by the C.E.E. differs from the one that

2) has expired on the 15th January 1945 and the variations and alterations are noted below:-

1) Preamble:- In the last but one line the word (and) has been omitted and this may be inserted.

2) Clause 3:- Instead of the word 'of' the word 'at' should be inserted

3) Clause 4:- In the fifth line the singular of the word 'variation' should be included instead of the plural.

4) Clause 5(a):- The word 'to' should be included in the first line. Instead of the monthly minimum and the quantity of power, the actual quantity and the amount payable have been inserted. There are increases in both the cases. After word units in the last

unnecessary.

these minor alterations as noted in comparison with the original agreement do not materially affect or alter the meaning.

In the original agreement a minimum Rs 1300 for 34,667 B.O.T. units while now Rs 1875 for 50,000 units are proposed. No reasons for this given by C.E.E.

NOTE—Contn. Sheet.

line of this clause, the words "per working month has been used for the period in which the factory will be working at half pomp time the "water rate" instead be included as was done. The definition of the 'working season' as in the revised agreement should also be inserted

Sub clauses (b) and (c) of this clause should also be the same as these in the old agreement.

In clause (c) which should be (d) after the words "for the full working season of the factory and also the minimum for the slack seasons are" should be added. The C.E. has not given any reason for their omission

5) In clause 6, 4th line 250 H.P. should be 200 H.P. and the emergency load should be 425 H.P. instead of 300 H.P. as now included

6) In clause 7, 2nd line the words "Only to the extent of 350 H.P." are additions not found in the old agreement

7) Clause 10:- The words "subject to the next succeeding clause" should be in brackets as in the old agreement

8) Clause 11:- The words "or actual

1042

Renewal of Agreement with Messrs. Mysore Sugar Co. Ltd., Handya.

General and Revenue Secretariat | File No. | of 194 | [App. F. III-2

Serial No.

re-rating of the installation for repair whichever is higher." on the last two lines of the clause are additions.

2) Submitted for orders.

DD 4/1/46 Sd/- 4/1/46 ~~may be approved~~

DD 7/1/46

3) In clause 5(a) the terms 'working at full swing' in the original agreement is not clearly defined. Hence it is, perhaps, that this indefinite term is omitted in the form now sent. This may be accepted with only the minimum quantity fixed at Rs 875/- in clause 7. The additions fixing the limit for Emergency Supply may be accepted? ~~now~~ ~~CEE~~ Before getting the Government Law Secy's new agreement, the CEE may perhaps be asked to furnish reasons for the several additions, omissions or alterations from the old agreement

Secy) Sd/- 7/1

4)

C.E.B. WPC.) Favr of remarks. Sd/- 8-1-46.

5) A draft letter to the M/s E.E. is sent up for approval.

DD 9/1/46 Sd/- 9/1/46

Secy) Sd/- 9/1

) Done Sd/- 13/1/46

(2227)

DD 7/1/46

NOTE—Contn. Sheet.

Issued in No 8DS 1466 dated 16th Jan, 1946.

4

1328

Law

File No. of 194

General and Revenue Secretariat

Serial No.

8) Submitted for orders. It is stated that this agreement now brings it in line with other agreements for power supply such as cotton Mills

CE E has explained the reasons for the deviations from the old agreement. The agreement may be approved.

28/1/46

10) renewal of The agreement with The Mysore Sugar Co Ltd, Mandya, which has been brought in line with other power agreements with Cotton Millsetc, may now be approved.

Min P.W. this, Law secy

29/1/46.

29/1

SECY. LAW DEPT. 2 GOVT.

Law 29/1

11) If approved the file will be forwarded to the Advocate General for favour of scrutiny of the draft agreement (2) and for return.

29.1.46.

12) may be sent to A.G. for scrutiny as usual.

Law Secy) 29/1 30/1

SECY. LAW DEPT. 2766 GOVT. OF MYSORE

1328/Law

5

General and Revenue Secretariat | File No. of 194 | [App. F. III-2

Serial No.

?10 13

30-1-46.

Secy. to Govt. Law Dept. 5-29/45-46 dt. 30.1.46

The file is forwarded with compliments to the Advocate General for favour of scrutiny of the draft agreement and early return.

By order,
for Secretary
Secy to Govt
Law Dept

MMA
30.1.46

The file is forwarded with Compliments to the Secretary to Govt, Law Dept.

The agreement is in form. Regarding the terms, the C.E.E says that it is in line with the other agreements for power supply.

I am not satisfied about the arbitration clause. Though the agreement provides for recovery of dues as arrears of revenue, if dues are alleged on one side & denied by the other, that would be a dispute which will attract the arbitration clause. If the clause is not there still parties may settle a dispute by arbitration but that would be by consent & not by compulsion. arbitration

Secy. to Govt. Law Dept. No. 100-43/45-46 dt. 14.2.46.

Rec'd 15.2.46

Rt 16.2.46

alteration. In clause 10 line 3 another minor verbal

delete ~~power~~ "have power" & substitute "be entitled" so that there may be no mistaking between Electric power and legal rights.

Advocate General 16/2/46

NOTE—Contn. Sheet.

6

File No. of 194 . | General and Revenue Secretariat

Serial No.

The Advocate General's note above is for personal. Regarding the arbitration clause, it is open to the parties to agree to submit to arbitration any matter in dispute or difference that may arise. When such a provision is embodied in the agreement to cover cases not only can contingencies mentioned in the Advocate-General's note also cases regarding the interpretation of certain clauses which objections arise may be submitted for final

19) The view expressed by the Advocate General on the arbitration clause may be perhaps pursued by the administrative Secretary. It will / Perhaps be necessary to examine if its retention is even in some cases of disputes about dues.

15.2.46

Law Secy)
Pub Secy)
D/c

20) R.V 18/2

21) 18/2

22) KW/18/2/46

19/2

23) The arbitration clause may be retained

20/2

20/2/46 KW/20/2/46

SECT. LAW DEPT. 15 FEB. 1946

OFFICE OF THE MINISTER FOR PUBLIC WORKS 19 FEB. 1946 No. 6076

Serial No.

25) A draft letter to the GRs is put up for approval.

Secy) 26) 21/2

21/2/46

27) J. Bone 2/46

Issued as No. GDS 1965 dated 25th February, 1946

28) A reminder to the GRs is put up for approval.

29) Bone. 8/4

6/4/46

Issued as No. GDS-2293 dated 8th April, 1946.

30) The receipt of the completed agreement will be awaited.

17/4/46.

Secy) 31) 18/4

32) YGP 4/46

24/4

NOTE—Contn. Sheet.

File No. of 194 . | General and Revenue Secretariat

Serial No.

to [illegible] clause 5 (b) and this [illegible] by the Company submitted [illegible] 'A' may be approved. A.

Secy) 13/5

13/5

in clause 5(b)

The modification in the Agreement with the Sugar Co., and which is accepted by them, may be approved.

Min P.W.) 22/5/46.

23/5/46.

24/5/46

38) A draft letter to the DEE is put up for approval. 39) Secy) 25/5

Issue

27/5/46.

Record) 31/5

Issued in No EDS 2865-66/Estt 197-RS-2 Dt. 29-5-1946.

C.F. No. 46] **GOVERNMENT OF MYSORE**

No. 17219 OFFICE OF the Chief Electrical Engineer ICAL DEPARTM .
Encls. one agreement

Date Bangalore, 26 December 45 .....

To

The Secretary to Government,

. Electrical Department,

Sir, Bangalore.

Subject:- Renewal of Agreement with Messrs. The Mysore Sugar Co., Ltd., Mandya.

I have the honour to state that the agreement dated 21-5-1941 entered into with Messrs. The Mysore Sugar Co., Ltd., Mandya expired on 14th January 1945 and the Company has requested that the agreement may be renewed for a further period of 5 years from 15th January 1945.

A draft copy of the Agreement to be entered into has been received duly approved by them. I am enclosing herewith the above mentioned approved copy of the agreement and would request you kindly to obtain and communicate approval of Government for its ratification.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer 12/12

1042
2-1-1946

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Mysore Sugar
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be in force till
ter as the par-

hall not be
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ly approved by the

Supplier's Chief Electrical Engineer.

(b) POWER Supply required for Hotels, Residential quarters, Show and Sales Rooms, Street lights, Clubs, etc., though situated within the factory premises shall be governed by the Departmental Schedule of rates in force from time to time.

3. THE Electric Power of 2,300 volts within plus or minus 5%, 3 phase, 25 cycles shall be conducted to and delivered at the Factory at a central point by and at the expense of the Supplier and the Supplier will at the like expense lay, fit up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for such delivery and a duly certified meter or meters for measuring the energy supplied.

4. THE Supplier will take all reasonable precautions to ensure a supply of power to the Consumer for efficiently driving the lineshafts of the different departments of the Factory and the due continuity of such a supply but as little variations of motor speed as is reasonably practicable. But the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of the cutting off of or damage to any wires or works of the Supplier during war, mutiny, riot or by reason of earthquake, hurricane or tempest, or of any accident or causes not within the control of the Supplier provided always that the Supplier will give notice as early as possible, of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to make the period of interruption as short as possible.

5.(a) THE Consumer will pay to the Supplier in Lysore City by monthly payments, within two weeks after the bills are rendered for power supplied at the rate of 0.6 of an anna per unit B.O.T.U without discount, with a monthly minimum of Rs.1,875/- (Rupees One thousand eight hundred and seventy five only) or 50,000 units per month plus the meter hire.

(b) THE minimum shall not apply in the event of stoppage of work in any department of the Factory from causes beyond the control of the Consumer.

(c) THE above minimum per month is exclusive of lighting charges payable for dwelling houses and also for the street lights installed in the Colony.

6. IN consideration of such agreement to pay, the Consumer shall be entitled to use power both for driving the machinery and for lighting the Factory and Factory premises up to a daily normal demand of 101 to 250 H.P. and an emergency demand up to 350 H.P. for the said purpose.

7. WHENEVER emergency load is required by the Consumer, the same will be supplied (only to the extent of 350 H.P.) The rate for such supply will be the same as for ordinary supply.

as for ordinary supply.

8.(a) IN case the Consumer fails to pay any charge due for power supplied, after the bill becomes due and payable under Clause 5 supra, the Supplier will have the option to cut off the supply without prejudice to the recovery of all the dues from the Consumer including the cost of power supplied to the date on which power supply is cut off with 7% interest from the date on which the payment became due to the date of payment. The Consumer hereby agrees that the Supplier shall be at liberty to recover from him all that the Supplier is entitled to under the agreement not only according to the ordinary procedure available in a Court of Law but also in a manner provided in the Mysore Land Revenue Code for the realisation of the arrears of land revenue.

(b) THE Consumer shall be liable to pay the monthly minimum prescribed as per para 5 of this Agreement during the whole period of such stoppage.

9. THE Supplier will from time to time furnish free of charge, such expert advice and assistance as may be required by the Consumer and as may in the sole discretion of the Supplier be made available in the circumstances in connection with the Electric Installation in the Factory but there shall be no obligation upon the Supplier under this Clause in the event of any requirement of the Consumer entailing extra expenses to Government, or being calculated to prejudice Government work.

10. SHOULD the Factory cease to work for a period exceeding three consecutive months, the Supplier shall, subject to the next succeeding clause, have power by notice in writing served at the Registered Office of the Consumer in Bangalore to terminate this Agreement and upon the service of such notice this Agreement shall forthwith terminate accordingly and the Supplier shall be entitled to remove from the Consumer's premises all apparatus therein belonging to the Supplier and to recover the monthly minimum charges for the period of stoppage.

11. IN the event of the Factory being so destroyed by fire or other cause beyond the control of the Consumer as to necessitate complete closing and reconstruction, the Consumer shall

2

be entitled to terminate this Agreement and thereupon all liability of the Consumer for power hereunder shall cease but in the event of the Factory being only partially destroyed and the Consumer being able to continue working the same either at once or within a period of six calendar months after the damage has occurred, this Agreement shall not be terminated but the provision for the minimum contained in Clause 5 hereof shall not apply during such time as the Factory is BONA FIDE under repair and the Consumer during such time shall be charged only for energy supplied according to meter reading or actual re-rating of the installation for repair whichever is higher at the rates hereinbefore provided.

12. THE SUPPLIER reserves the right to discontinue the supply of power for the purpose of testing for a period not exceeding one hour once every month and also at any other time if it should appear necessary to the Supplier to test any portion of the plant in order the better to secure subsequent continuity of supply or for the purpose of connecting new machinery. This monthly stoppage may at the option of the Supplier be extended on due notice to four hours once every three months. No indemnity shall be claimed by the Consumer for such stoppage.

13. THE authorised servants of the Supplier shall at all reasonable times without notice be entitled to enter the premises to read the meters and/or inspect the entire electric installation and any attempt on the part of the Consumer, his employees, agents or any one else purporting to act on his behalf and in his interest to prevent such entry shall render the Consumer liable to have his supply immediately cut off and reconnection shall not be made until the cost of disconnection and reconnection has been paid by the Consumer.

14. IN the event of any dispute or difference arising as to the construction, meaning or effect of this Agreement or of any clause herein contained or as to the rights or liabilities of either of the parties hereunder, the matter in dispute or difference shall be settled by two (or four) arbitra-

6

tors one (or two) to be named by the Consumer and the other (or the other two) by the Supplier; but if the arbitrators differ, then the dispute shall be settled by an Umpire to be chosen by the aforesaid arbitrators before entering upon the arbitration. In case the arbitrators fail to appoint an Umpire or are unable to agree in the appointment of an Umpire, then any party to this agreement may serve the arbitrators with a written notice to appoint or concur in appointing an Umpire and if the appointment is not made within seven clear days after service of the notice, the Court may on the application of the party who gave the notice and after giving the other party an opportunity of being heard appoint an Umpire who shall act on the reference and make an award. The award made by the two arbitrators or by the Umpire chosen by the arbitrators or appointed by Court as the case may be shall be final and binding on the parties.

15. THIS contract will be deemed to have been terminated at any time without prejudice to the recovery of all amounts due to the supplier inclusive of the monthly minimum charges for the remaining portion of this Agreement on the Consumer committing any breach of any of the terms of this Agreement or its going into liquidation or its assets or liabilities passing into the hands of some one else whether voluntarily or otherwise.

16. IN WITNESS hereof, the Chief Electrical Engineer to the Government of Mysore for the Government His Highness the Maharaja of Mysore, and the Chairman for the Mysore Sugar Company Ltd., have set their hands along with the seal of the Government, the day and the year first above written.

Witnesses:

1.

2.

Chairman
Mysore Sugar Company Ltd.

Witnesses:

1.

2.

Chief Electrical Engineer.

G. R. S. App. F. G. 3

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

No 878.1464 dt. 16.1.1946.

Subject :- Renewal of Agreement with Messrs. The Mysore Sugar Co. Ltd, Bhadravathi

To

The Chief Electrical Engineer, Bangalore

Sir,

With reference to your letter No 17919 dated the 26th December 1945 on the above subject, I have the honour to state that the agreement as now forwarded by you differs from the one that has since expired in the as noted in the below:-

1) Clause 5(a) Instead of the monthly minimum of Rs 1300/- or 34,667 B.O.T.U, Rs 1875 or 50,000 have been included. The reasons therefor may kindly be assigned.

WD 0565—GPB—22,500—8-11-38

2) In the last line of clause 5(a) the words "in working hours has been used for the period in which the factory was be working at full rating" should be included after the word "or", to be in uniformity with the agreement which has since ceased. The definition of the working season should also be included. Sub-clauses (b) & (c) of this clause should also be the same as those in the old agreement.

3) In clause 6, 4th line, 250 H.P. should be 200 H.P. and the emergency load should be 425 H.P. instead of 300 H.P. The reasons for the change have to be furnished.

4) The words "or actual re-rating of the installation" in repair charges is wider in the last line of clause. are additions. The reason for their inclusion may be explained.

G. R. S. App. F. G. 3

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

2. I am to request that the reasons for the several additions, omissions or alterations as noted above may kindly be explained.

I have etc

KW/13/1/46

[illegible]/9/1 Secretary to Govt,
Electrical Dept.

9/1/46. By ----

9/1/46.

WD 0565—GPB—22,500—8-11-38

10

TELEPHONE No. 2110.

IN REPLY REFER TO No. 20100 ENCLO.

TELEGRAPHIC ADDRESS:
"GOMED"

CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE.

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

Bangalore, 23rd January.....19 46.
(MYSORE, S. INDIA.)

25/1

The Secretary to the Govt. of Mysore,
Electrical Department,
BANGALORE.

Sir,

Subject:- Renewal of Agreement with Messrs. The Mysore Sugar Co.Ltd., Mandya.

--

With reference to your letter No.EDS-1464 dated the 16th instant, I have the honour to state as follows:-

(1) Clause 5(a). The monthly minimum has been enhanced in as much as the Sugar Factory requires 250 H.P. normal load and 300 H.P. as emergency load. Accordingly corrections have been made in Clause 5(a) and 6.

In view of the fact that Rs1500/- was fixed as the minimum for 200 H.P., a corresponding increased minimum of Rs1875/- or 50,000 units has been introduced for the 250 H.P. normal power required by the Factory.

(2) With regard to the seasonal working of the Factory, the management desires to have power supply continuously and do not wish to have introduced in their agreement a power supply during slack season in as much as power is used by the Refineries and Alcohol production portion of the Factory. As they are prepared to pay the minimum for all the 12 months of the year, clauses6(a), etc. have been suitably modified.

This agreement now brings it in line with other agreements for power supply, such as, cotton mills, etc. where the question of seasonal power does not arise. Hence approval of Government may kindly be obtained and communicated at an early date.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer. 24/1

MH-CSC.

G. R. S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form*).

No. EDS 1965 dt. 25. 2. 1946.

Subject - Renewal of Agreement with Messrs. The Mysore Sugar Co. at Mandya.

To

The Chief Electrical Engineer, Bangalore

Sir,

With reference to correspondence ending with your letter No. 20100 dated the 23rd/25th January 1946 on the above subject, I am directed to convey approval to the draft agreement to be entered into with the above Company, with the modification that the words "have power" in line 3 of clause 10 may be ~~substituted by the~~ deleted and the words "be entitled" substituted.

2. Three copies of the completed agreement may

WD 03697—GPB—30,000—2-2-46

12 2

Forwarded to this office for information and record.

Sincerely.

Feb 22 2/46

Secretary to Gov's. Executive Asst.

Encl: no.

1 1 11/2

2/22/46

TELEPHONE No. 2110.

REPLY REFER TO No. A.97/28239-M.V.D. ENCLO.

TELEGRAPHIC ADDRESS:
"GOMED"

CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE.

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

Bangalore, 12th April 1946.
(MYSORE & INDIA.)

SECRETARY TO GOVERNMENT * P. W., ELECTL & RYS. * Date 16/4

ELECTRICAL BRANCH (ANNEX) BANGALORE. Rec'd No. 1908 Date 17-4-1946

To

The Secretary to Government,
Electrical Department,
BANGALORE.

Sir,

Subject:- Renewal of Agreement with Messrs. The Mysore Sugar Co.,Ltd., Mandya.

With reference to correspondence ending with your letter No.EDS.2293 dated 8-4-1946, on the above subject, I have the honour to state that four copies of the approved agreement have been forwarded to the Secretary, The Mysore Sugar Co.,Ltd., for his signature and return (the original being duly embossed with 10 anna stamp).

Sent in Original

Immediately they are received, three copies will be forwarded to Government as desired.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer. 13/4

Elect 197—45—1. 14

TELEPHONE No. 2110.

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

IN REPLY REFER TO NO. D-97 31319 ENCLO. Three Copies of agreement

OFFICE OF THE CHIEF ELECTRICAL ENGINEER

TELEGRAPHIC ADDRESS:
"GOMED"

CODES USED
BENTLEY'S LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPH CODE.

Bangalore, 8th May 1946.
(MYSORE, S. INDIA.)

SECRETARY TO GOVERNMENT * P. W., ELECTL. & RYS. * Date 11/5

ELECTRICAL DEPARTMENT BANGALORE. Rec. No. 2175 Date 13-5-1946

To

The Secretary to Government,

Electrical Department, Bangalore.

Sir,

Subject: Renewal of Agreement with M/s. The Mysore Sugar Co.Ltd.Mandya.

In continuation of this office letter No.28239 dated 15/4/46 on the above subject, I have the honour to forward herewith, three copies of the agreement entered into with Messrs. The Mysore Sugar Company Ltd., Mandya on 30/4/1946, after duly incorporating the modification proposed in your letter No.EDS.1965 dated 25/2/1946.

In the agreement form previously approved, clause 6(b) provided that the minimum shall not apply in the event of stoppage of work in any department or the factory from causes beyond the control of the Consumer. Lest undue advantage be taken of this clause in case of stoppage of work in only a small department of the factory, the clause has been slightly modified as under on the lines of clause No.3(ii) of the draft agreement for power supply to Ceded Districts in Madras. This action of mine may kindly be approved.

P.T.O.

19.

CLAUSE 5(b) AS IT NOW READS.

"If at any time the Consumer is prevented from receiving and using electric energy to be supplied under this agreement either in whole or in part owing to causes reasonably beyond the control of the Consumer, the monthly minimum under clause 5(a) shall be reduced in proportion to the ability of the consumer to take supply".

I have the honour to be,
Sir,
Your most obedient servant,

CHIEF ELECTRICAL ENGINEER.

GOVERNMENT OF MYSORE. ELECTRICAL DEPARTMENT.

AN AGREEMENT made this 30th day of April, 1946, ... between the Government of His Highness the Maharaja of Mysore (hereinafter referred to as 'THE SUPPLIER') represented by the Chief Electrical Engineer of the one part and the Mysore Sugar Company, Limited, Mandya, which expression shall include its successors and assigns (hereinafter referred to as 'THE CONSUMER') of the other part. WHEREAS THE Supplier has agreed to supply to the Consumer and the Consumer has agreed to take from the Supplier electrical power for the purpose of driving the machinery of and lighting the Consumer's Factory premises (hereinafter referred to as 'Factory') at Mandya for the period and upon terms and conditions hereinafter provided it is hereby agreed between the parties hereto as follows:

1. THIS Agreement shall have retrospective effect from 15th January 1945 the date on which the previous agreement between them ceased to have effect and shall continue to be in force till the 15th January 1950 and till such time thereafter as the parties may agree unless sooner terminated.

2.(a) THE Power supplied under this agreement shall not be utilised by the Consumer in any manner prejudicial to the Supplier and all usage must be according to such method or methods and in such place or places as shall have been previously approved by the Supplier's Chief Electrical Engineer.

(b) POWER supply required for Hottels, Residential quarters, Show and Sales Rooms, Street lights, Clubs, etc., though - situated within the factory premises shall be governed by the Departmental Schedule of rates in force from time to time.

3. THE Electric Power of 2,300 volts within plus or minus 5 per cent, 3 phase, 25 cycles shall be conducted to and delivered at the Factory at a central point by and at the expense of the Supplier and the Supplier will at the like expense lay, fit up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for such delivery and a duly certified meter or meters for measuring the energy supplied.

P.T.O.

4. THE Supplier will take all reasonable precautions to ensure a supply of power to the Consumer for efficiently driving the lineshafts of the different departments of the Factory and the due continuity of such a supply with as little variations of motor speed as is reasonably practicable, but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of the cutting off of or damage to any wires or works of the Supplier during War, Mutiny, Riot or by reason of earthquake, hurricane or tempest, or of any accident or causes not within the control of the Supplier provided always that the Supplier will give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to make the period of interruption as short as possible.

5.(a) THE Consumer will pay the Supplier in Mysore City by by monthly payments within two weeks after the bills are rendered for power supplied at the rate of 0.6 of an anna per/B.O.T.U. without discount subject to a monthly minimum of Rs.1,875/- (Rupees one thousand eight hundred and seventy five only) or 50,000 units per month plus the meter hire.

(b) IF at any time the Consumer is prevented from receiving and using electric energy to be supplied under this agreement either in whole or in part owing to causes reasonably beyond the control of the Consumer, the monthly minimum under Clause 5(a) shall be reduced in proportion to the ability of the Consumer to take Supply.

(c) THE above minimum per month is exclusive of lighting charges payable for dwelling houses and also for the street

continued - -

lights installed in the Colony.

6. IN consideration of such agreement to pay the Consumer shall be entitled to use power both for driving the machinery and for lighting the Factory and Factory premises up to a daily normal demand of 101 to 250 H.P. and an emergency demand up to 350 H.P. for the said purpose.

7. WHENEVER emergency load is required by the Consumer the same will be supplied only to the extent of 350 H.P. The rate for such supply will be the same as for ordinary supply.

8.(a) IN case the Consumer fails to pay any charge due for power supplied after the bill becomes due and payable under Clause 5 supra the Supplier will have the option to cut off the supply without prejudice to the recovery of all the dues from the Consumer including the cost of power supplied to the date on which power supply is cut off with 7% interest from the date on which the payment became due to the date of payment. The Consumer hereby agrees that the Supplier shall be at liberty to recover from him all that the Supplier is entitled to under the agreement not only according to the ordinary procedure available in a Court of Law but also in a manner provided in the Mysore Land Revenue Code for the realisation of the arrears of land revenue.

(b) THE Consumer shall be liable to pay the monthly minimum prescribed as per para 5 of this Agreement during the whole period of such stoppage.

9. THE Supplier will from time to time furnish free of charge such expert advice and assistance as may be required by the Consumer and as may in the sole discretion of the Supplier be made available in the circumstances in connection with the Electric Installation in the Factory but there shall be no obligation upon the Supplier under this Clause in the event of any requirement of the Consumer entailing extra expenses to Government or being calculated to prejudice Government work.

P.T.O.

10. SHOULD the Factory cease to work for a period exceeding three consecutive months the Supplier shall subject to the next succeeding clause be entitled by notice in writing served at the Registered Office of the Consumer in Bangalore to terminate this Agreement and upon the service of such notice - this Agreement shall forthwith terminate accordingly and the Supplier shall be entitled to remove from the Consumer's premises all apparatus therein belonging to the Supplier and to recover the monthly minimum charges for the period of stoppage.

11. IN the event of the Factory being so destroyed by fire or other cause beyond the control of the Consumer as to necessitate complete closing and reconstruction, the Consumer shall be entitled to terminate this Agreement and thereupon all liability of the Consumer for payment hereunder shall cease but in the event of the Factory being only partially destroyed and the Consumer being able to continue working the same - either at once or within a period of six calendar months - after the damage has occurred this Agreement shall not be - terminated but the provision for the minimum contained in - Clause 5 hereof shall not apply during such time as the Factory is BONA FIDE under repair and the Consumer during such time shall be charged only for energy supplied according to meter reading or actual re-rating of the installation for repair whichever is higher at the rates hereinbefore provided.

12. THE Supplier reserves the right to discontinue the supply of power for the purpose of testing for a period not exceeding one hour once every month and also at any other time if it should appear necessary to the Supplier to test any portion of the plant in order the better to secure subsequent continuity of supply or for the purpose of connecting new machinery. This monthly stoppage may at the option of the Supplier be extended on due notice to four hours once every three months. No indemnity shall be claimed by the Consumer for such stoppage.

13. THE authorised servants of the Supplier shall at all

reasonable times without notice be entitled to enter the premises to read the meters and/or inspect the entire electric installation and any attempt on the part of the Consumer his employees agents or any one else purporting to act on his behalf and in his interest to prevent such entry shall render the Consumer liable to have his supply immediately cut off and reconnection shall not be made until the cost of disconnection and reconnection has been paid by the Consumer.

14. IN the event of any dispute or difference arising as to the construction, meaning or effect of this Agreement or of any clause herein contained or as to the rights or liabilities of either of the parties hereunder the matter in dispute or difference shall be settled by two (or four) arbitrators one (or two) to be named by the Consumer and the other (or the other two) by the Supplier but if the arbitrators differ, then the dispute shall be settled by an Umpire to be chosen by the aforesaid arbitrators before entering upon the arbitration. In case the arbitrators fail to appoint an Umpire or are unable to agree in the appointment of an Umpire then any party to this agreement may serve the arbitrators with a written notice to appoint or concur in appointing an Umpire and if the appointment is not made within seven clear days after service of the notice the Court may on the application of the party who gave the notice and after giving the other party an opportunity of being heard appoint an Umpire who shall act on the reference and make an award. The award made by the two arbitrators or by the Umpire chosen by the arbitrators or appointed by Court as the case may be shall be final and binding on the parties.

15. THIS Contract will be deemed to have been terminated at any time without prejudice to the recovery of all amounts due to the Supplier inclusive of the monthly minimum charges for the remaining portion of this Agreement on the Consumer committing any breach of any of the terms of this Agreement or its going into liquidation or its assets or liabilities passing into the hands of some one else whether voluntarily

or otherwise.

16. IN WITNESS hereof the Chief Electrical Engineer to the Government of Mysore for the Government of His Highness the Maharaja of Mysore, and the Chairman for the Mysore Sugar Company Ltd., have set their hands along with the seal of the Government the day and year first above written.

WITNESSES:

1. Sd/- D.C.Subbarayappa,
   Secretary,
   Mysore Sugar Company,Ltd.

2. Sd/- J.A.Sagar,
   Accountant,
   The Mysore Sugar Co.Ltd.,
   Bangalore.

Sd/- A.A.KHAN,
Chairman,
Mysore Sugar Company,Ltd.

WITNESSES:

1. Sd/- B.L.Devaraj,
   Accountant,
   Chief Elecl.Engineer's
   Office.

2. Sd/- C.Narayan Rao Naidu,
   Senior Clerk,
   Chief Elecl.Engineer's
   Office.

Sd/- M. HAYATH,
Chief Electrical Engineer
to the Government of Mysore.

"COPY"

Chief Electrical Engineer.

GOVERNMENT OF MYSORE. ELECTRICAL DEPARTMENT.

AN AGREEMENT made this 30th day of April, 1946, ... between the Government of His Highness the Maharaja of Mysore (hereinafter referred to as 'THE SUPPLIER') represented by the Chief Electrical Engineer of the one part and the Mysore Sugar Company, Limited, Mandya, which expression shall include its successors and assigns (hereinafter referred to as 'THE CONSUMER') of the other part. WHEREAS THE Supplier has agreed to supply to the Consumer and the Consumer has agreed to take from the Supplier electrical power for the purpose of driving the machinery of and lighting the Consumer's Factory premises (hereinafter referred to as 'Factory') at Mandya for the period and upon terms and conditions hereinafter provided it is hereby agreed between the parties hereto as follows:

1. THIS Agreement shall have retrospective effect from 15th January 1945 the date on which the previous agreement between them ceased to have effect and shall continue to be in force till the 15th January 1950 and till such time thereafter as the parties may agree unless sooner terminated.

2.(a) THE Power supplied under this agreement shall not be utilised by the Consumer in any manner prejudicial to the Supplier and all usage must be according to such method or methods and in such place or places as shall have been previously approved by the Supplier's Chief Electrical Engineer.

(b) POWER supply required for Hottels, Residential quarters, Show and Sales Rooms, Street lights, Clubs, etc., though - situated within the factory premises shall be governed by the Departmental Schedule of rates in force from time to time.

3. THE Electric Power of 2,300 volts within plus or minus 5 per cent, 3 phase, 25 cycles shall be conducted to and delivered at the Factory at a central point by and at the expense of the Supplier and the Supplier will at the like expense lay, fit up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for such delivery and a duly certified meter or meters for measuring the energy supplied.

P.T.O.

4. THE Supplier will take all reasonable precautions to ensure a supply of power to the Consumer for efficiently driving the lineshafts of the different departments of the Factory and the due continuity of such a supply with as little variations of motor speed as is reasonably practicable, but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of the cutting off of or damage to any wires or works of the Supplier during War, Mutiny, Riot or by reason of earthquake, hurricane or tempest, or of any accident or causes not within the control of the Supplier provided always that the Supplier will give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to make the period of interruption as short as possible.

5.(a) THE Consumer will pay the Supplier in Mysore City by by monthly payments within two weeks after the bills are rendered for power supplied at the rate of 0.6 of an anna per/B.O.T.U. (unit) without discount subject to a monthly minimum of Rs.1,875/- (Rupees one thousand eight hundred and seventy five only) or 50,000 units per month plus the meter hire.

(b) IF at any time the Consumer is prevented from receiving and using electric energy to be supplied under this agreement either in whole or in part owing to causes reasonably beyond the control of the Consumer, the monthly minimum under Clause 5(a) shall be reduced in proportion to the ability of the Consumer to take Supply.

(c) THE above minimum per month is exclusive of lighting charges payable for dwelling houses and also for the street

continued - -

lights installed in the Colony.

6. IN consideration of such agreement to pay the Consumer shall be entitled to use power both for driving the - machinery and for lighting the Factory and Factory premises up to a daily normal demand of 101 to 250 H.P. and an emergency demand up to 350 H.P. for the said purpose.

7. WHENEVER emergency load is required by the Consumer the same will be supplied only to the extent of 350 H.P. The rate for such supply will be the same as for ordinary supply.

8.(a) IN case the Consumer fails to pay any charge due for power supplied, after the bill becomes due and payable under Clause 5 supra the Supplier will have the option to cut off the supply without prejudice to the recovery of all the dues from the Consumer including the cost of power supplied to the date on which power supply is cut off with 7% interest from the date on which the payment became due to the date of payment. The Consumer hereby agrees that the Supplier shall be at liberty to recover from him all that the Supplier is entitled to under the agreement not only according to the ordinary procedure available in a Court of Law but also in a manner provided in the Mysore Land Revenue Code for the realisation of the arrears of land revenue.

(b) THE Consumer shall be liable to pay the monthly minimum prescribed as per para 5 of this Agreement during the - whole period of such stoppage.

9. THE Supplier will from time to time furnish free of charge such expert advice and assistance as may be required by the Consumer and as may in the sole discretion of the Supplier be made available in the circumstances in connection with the Electric Installation in the Factory but there shall be no obligation upon the Supplier under this Clause in the event of any requirement of the Consumer entailing extra expenses to Government or being calculated to prejudice Government work.

P.T.O.

10. SHOULD the Factory cease to work for a period exceeding in three consecutive months the Supplier shall subject to the next succeeding clause be entitled by notice in writing served at the registered office of the Consumer to terminate this Agreement and upon the service of such notice - this Agreement shall forthwith terminate accordingly and the Supplier shall be entitled to remove from the Consumer's premises all apparatus their belonging to the Supplier and to recover the monthly minimum charge for the period of stoppage.

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reasonable times without notice be entitled to enter the pre mises to read the meters and/or inspect the entire electric installation and any attempt on the part of the Consumer his employees agents or any one else purporting to act on his behalf and in his interest to prevent such entry shall render the Consumer liable to have his supply immediately cut off and reconnection shall not be made until the cost of disconnection and reconnection has been paid by the Consumer.

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27

or otherwise.

16. IN WITNESS hereof the Chief Electrical Engineer to the Government of Mysore for the Government of His Highness the Maharaja of Mysore, and the Chairman for the Mysore Sugar Company Ltd., have set their hands along with the seal of the Government the day and year first above written.

WITNESSES:

1. Sd/- D.C.Subbarayappa,
   Secretary,
   Mysore Sugar Company,Ltd.

2. Sd/- J.A.Sagar,
   Accountant,
   The Mysore Sugar Co.Ltd.,
   Bangalore.

Sd/- A.A.MIRZA,
Chairman,
Mysore Sugar Company,Ltd.

WITNESSES:

1. Sd/- B.L.Devaraj,
   Accountant,
   Chief Elecl.Engineer's
   Office.

2. Sd/- C.Narayan Rao Naidu,
   Senior Clerk,
   Chief Elecl.Engineer's
   Office.

Sd/- M. VENKATA,
Chief Electrical Engineer
to the Government of Mysore.

"COPY"

Sd/-
Dy.Chief Electrical Engineer.

Appendix F. G.—1]

28

SUBJECT Renewal of Agreement with Messrs. The Mysore Sugar Co. Ltd., Bandya.

abstract

Section Elect
File No. 197-45.
Serial No. 2.

Diary No. of letter replied to.....

No. E.D.S. 2865/Elect 197-45-2

General and Revenue Secretariat

( )

the 194 .

To.

The Chief Electrical Engineer,
Bangalore

Date of issue 29th May 1946

Signed by Mr. P. K. R.

Sir,

With reference to your letter No. 3139 dated the 8/11th May 1946 on the above subject, I am directed to convey the approval of Govt. to the action taken by you in having modified clause 5(b) of the above agreement as noted in the margin.

I have etc

(Margin as in the C.E.'s letter)

List of enclosures.....

Copied by.....

Examined by .....

KW 27/5/46
Secretary to Govt.
Electrical Dept.

P.T.-6.

WD 0874—GPB—25,000—20-11-45

2.9

Memo No. EDS 2866 / 6.29-5-1946

Copy of the above (with a copy of the completed Agreement) to the Auditor, Elect. Dept. for information

J

for Secretary to Govt.,
Electrical Dept.
24/5